

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
22ND JUDICIAL CIRCUIT, STATE OF MISSOURI

HOPE HALLER,)
)
Plaintiff,) Case No.
vs.)
)
AMERICAN FAMILY MUTUAL INSURANCE)
COMPANY,)
Serve:)
 Director of Missouri)
 Division of Insurance)
 301 W. High Street)
 Jefferson City, MO 65101)
)
Defendant.)

PETITION

COMES NOW Plaintiff Hope Haller, and for her cause of action against the Defendant, American Family Mutual Insurance Company, states to the Court as follows:

1. Plaintiff was and at all times hereinafter mentioned a resident of the State of Missouri.
2. That all times hereinafter mentioned, Defendant, American Family Mutual Insurance Company, d/b/a American Family Insurance Company is and was a corporation doing business in the State of Missouri and qualified to conduct insurance business in Missouri and maintained offices and agents for the transaction of its usual and customary business in the City of St. Louis.
3. Venue is proper in this Circuit, pursuant to §§ 375.1083

and 375.1806, RSMo in that this action is relating to uninsured motorist coverage, and the accident at issue occurred in the City of St. Louis.

4. At the time of the aforesaid incident, Plaintiff was a named insured under three (3) policies of insurance issued by Defendant. Said insurance policies obligate Defendant to pay all sums to Plaintiff, as insured, shall be legally entitled to recover as damages from the owners and operators of uninsured motor vehicles as a result of bodily injuries and damages sustained by Plaintiff.

5. Each policy of insurance issued by Defendant provides uninsured motorist coverages for damages in the sum of Fifty Thousand Dollars (\$50,000.00) per person and One Hundred Thousand Dollars (\$100,000.00) per accident.

6. On or about July 10, 2018, at approximately 2:00 p.m., Plaintiff was lawfully operating a 2004 Ford Escape and was proceeding westbound on Delmar at or near 18th Street in the City of St. Louis. At that time and location, Plaintiff's vehicle was struck by a 2004 Ford Mustang owned and operated by Ariel Shanta Eastling as she was proceeding southbound on 18th Street.

7. Upon information and belief, neither the vehicle operated by Ariel Shanta Eastling nor Eastling herself had bodily insurance applicable at the time of the collision and Eastling was therefore an "uninsured motorist" as that term was used and described in Plaintiff's policies with Defendant.

8. The aforesaid crash that resulted in injuries and damages to Plaintiff was directly and proximately caused by the carelessness, recklessness, and negligence of Ariel Shanta Eastling, an uninsured motorist in the following respects:

- a) In running a red electric signal;
- b) In failing to yield to oncoming traffic;
- c) In failing to keep a careful lookout;
- d) In driving at an excessive rate of speed under the circumstance.

9. Plaintiff is and was insured under the terms of the three aforesaid policy coverages and policy limits of insurance with Defendant, and has complied with all of the conditions of said policies.

10. As a direct and proximate result of the negligence and carelessness of the uninsured motorist, Plaintiff has sustained serious and permanent injuries to her neck, thoracic and lumbar area in her back and lower extremity pain. Further, Plaintiff has suffered post traumatic stress syndrome. That these injuries sustained are permanent in nature and will cause Plaintiff to incur future medical treatment.

11. As a direct and proximate result of the negligence and carelessness of the uninsured motorist, Plaintiff has incurred medical bills in excess of Twenty Three Thousand Dollars (\$23,000.00) and will incur future medical expenses.

12. Plaintiff has demanded payment from Defendant within the

uninsured motorist policy limits and Defendant has refused to pay same.

COUNT I - BREACH OF CONTRACT

Plaintiff incorporates herein by reference paragraphs 1 through 12 above as if set forth fully herein.

13. The policies issued to Plaintiff's parents by which Plaintiff was a named insured by Defendant, American Family Mutual Insurance Company are contracts under which American Family assumed liabilities, duties and obligations, and made promises to pay on claims in exchange for payment of premiums.

14. All performances due Defendant under said polices concerning the uninsured motorist coverage at issue herein had and has been rendered in full and accepted by Defendant, yet Defendant has failed and refused to perform and honor its bargain under the polices after demand by Plaintiff for payment pursuant to the uninsured motorist coverage.

15. Defendant's refusal to make payments to Plaintiff for said uninsured motorist coverage under its policies constitutes breach of said policies.

16. Defendant, American Family Mutual Insurance Company's breach of the policies and continued failure to perform has directly and proximately caused monetary damages to Plaintiff in the face amount of the uninsured motorist coverage available thereunder.

WHEREFORE, Plaintiff, Hope Haller, prays a judgment in the

amount of One Hundred Fifty Thousand Dollars (\$150,000.00) against the Defendant, American Family Mutual Insurance Company; that the Court order Defendant to pay for costs and expenses incurred herein; reasonable attorney's fees; prejudgment interest; and such other and further relief this Court deems just, meet and proper.

COUNT II - VEXATIOUS REFUSAL

Plaintiff incorporates herein by reference paragraphs 1 through 16 of above as if set forth fully herein.

17. This is an action by Plaintiff to recover the amount of loss due Plaintiff under policies of insurance, according to the terms and conditions of the aforesaid American Family Mutual Insurance Company policies.

18. Defendant American Family Mutual Insurance Company has willfully failed and refused for a period exceeding thirty (30) days after due demand, to pay Plaintiff's uninsured motorist claim in full, without reasonable cause or excuse.

19. Plaintiff and Plaintiff's parents have complied with all terms and conditions under each such policy, and has supplied all information requested by Defendant.

20. There is no credible, good-faith and/or *bona fide* dispute that Defendant American Family Mutual Insurance Company owes uninsured motorist coverage to Plaintiff under its policies.

21. Plaintiff is a resident of the State of Missouri and the policy was issued or delivered in the State of Missouri.

Moreover, the collision at issue occurred in the State of Missouri, City of St. Louis.

22. Defendant American Family Mutual Insurance Company's refusal to pay Plaintiff's loss and claim is vexatious.

23. Plaintiff is seeking the amount(s) due under American Family Mutual Insurance Company's policy coverage for this uninsured motorist claim, and interest thereon, together with the statutory penalties and damages due her for Defendant's vexatious refusal to pay, and her reasonable attorney's fees as provided pursuant to §§ 375.296 and 375.420, R.S.Mo.

WHEREFORE, Plaintiff, Hope Haller, prays a judgment in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) against the Defendant, American Family Mutual Insurance Company; that the Court order Defendant to pay for costs and expenses incurred herein; reasonable attorney's fees; prejudgment interest; and such other and further relief this Court deems just, meet and proper.

/s/ Joseph V. Neill
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